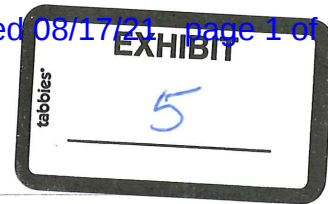




Randall E. Kahnke
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August 2, 2021

VIA EMAIL, FEDEX, UPS, AND CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Chad Wesner
33 Bluebill Avenue, Unit 202
Naples, FL 34108
cewesner@icloud.com

RE: *Confidentiality and Other Legal Obligations Owed to 3M*

Dear Mr. Wesner:

We represent 3M Company ("3M") in connection with the enforcement of its contractual, intellectual property, and other legal rights. As you know, you are subject to an employment agreement dated December 4, 2011 ("Employment Agreement"). In that agreement, you agreed that you would not join a competing organization without 3M's consent until two years after your employment with 3M ended. You left 3M having declared an intent to join Continental Diamond Tool ("CDT"). **3M does not consent to your employment with CDT.** In addition, you promised to return all 3M devices and other information containing 3M's confidential and proprietary information. Based on information we received from 3M Global Security, you appear to have breached that obligation as well.

Document Preservation

At the outset, please know that, in light of 3M's concerns, you have a duty to preserve (i.e., keep and not destroy) all tangible materials (including external hard drives and storage devices) and all paper, electronic and/or digital documents or information of any kind (including e-mails and text messages) that may be related, in any way, to your employment with 3M, your departure from 3M, your hiring at CDT, and any communications between you and any person relating to 3M and/or CDT.

Continuing Legal Obligations

As you know, the Employment Agreement requires you to both maintain 3M's information in confidence and, upon termination, to immediately return to 3M any Confidential Information you received during your employment. In the Employment Agreement, you agreed that:

3. **I AM OR WILL BE EMPLOYED BY 3M IN A CAPACITY IN WHICH I MAY RECEIVE OR CONTRIBUTE TO CONFIDENTIAL INFORMATION. IN CONSIDERATION OF SUCH EMPLOYMENT, AND THE WAGES OR SALARY AND OTHER EMPLOYEE BENEFITS IN COMPENSATION FOR MY SERVICES, AND IN CONSIDERATION OF BEING GIVEN ACCESS TO CONFIDENTIAL INFORMATION, I AGREE THAT:**

Chad Wesner

- 2 -

August 2, 2021

...

- B. I understand and agree that my employment creates a relationship of confidence and trust between me and 3M with respect to Confidential Information. . . . I will never, either during my employment by 3M, or thereafter for so long as applicable law provides, use or disclose any Confidential Information¹

...

- D. UPON termination of my employment with 3M, all documents, records and any compositions, articles, devices, computer software, computer diskettes and other storage media, and any other items which disclose or embody Confidential Information including all copies or specimens thereof in my possession (whether at my place of work, at home or elsewhere), that have been prepared or made by me or others, will be left with or immediately returned to 3M.

...

- F. If I have been or am employed by 3M in a sales capacity, I will not render services directly or indirectly to any [competing company] involving . . . the solicitation of any person or organization I, or someone I supervised, called upon during the last three years of my employment by 3M in connection with the sale, lease or license of any [competing product or service].

In addition, you acknowledged that your violation of the Employment Agreement would cause 3M irreparable injury and allow 3M to seek injunctive relief.

4. I understand that if there is a breach by me of this Agreement, 3M may sustain irreparable injury and may not have an adequate remedy at law. As a result, I agree that in the event of my breach of this Agreement 3M may, in addition to any other remedies available to it, bring an action or actions for injunction, specific performance or both, and have entered a temporary

¹ The Employment Agreement defines Confidential Information to mean "information, including but not limited to trade secrets, which is not generally known and is proprietary to 3M including, by way of example and without limitation, information about processes, products, systems, services, research, development, know-how, designs, formulas, compilations, manufacturing purchasing, accounting, engineering, marketing, merchandising, selling, leasing, servicing, finance and business systems and techniques. . . . It shall be presumed that all such information which is disclosed to me or to which I obtain access during the period of my employment, whether originated by me or by others, and which I have reasonable basis to believe is Confidential Information or is treated by 3M as Confidential Information is Confidential Information regardless of whether the information is marked as confidential."

Chad Wesner

- 3 -

August 2, 2021

restraining order, preliminary injunction, or order compelling specific performance.²

Demand

In light of 3M's concerns, we demand that you immediately take the following steps:

1. Return your 3M phone and laptop in the box we are sending to your Naples, Florida address;
2. Return any additional confidential information you have removed from 3M or continued to possess after your employment ended;
3. Certify that you have surrendered all 3M Confidential Information and devices; and,
4. Provide 3M with access to your email accounts and other electronic accounts or storage spaces in which you have stored any Confidential Information so that 3M may have that information forensically removed.

Response Deadline

3M takes this matter seriously. We demand that you confirm that you will comply with these requests no later than August 5, 2021, at noon EDT. Please send your confirmation to me at randall.kahnke@faegredrinker.com and copy my colleague John Ursu at john.ursu@faegredrinker.com. In addition, you must actually comply with these requests—turning over any physical or electronic copies of 3M's Confidential Information, your electronic devices, and an appropriate certification of compliance—no later than August 9, 2021, at noon EDT.

3M reserves all of its rights and will take appropriate steps to protect its interests and enforce its contracts. If you have any questions about this matter or would like to connect for a discussion, please contact me as soon as possible. If you are represented by legal counsel relating to this matter, please forward this letter to him or her, and provide me with the attorney's name and address so that we may direct all future correspondence directly to your attorney.

Very truly yours,



Randall E. Kahnke

Enclosure

² This list of your legal obligations to 3M is not exclusive. For instance, during the term of your employment, in addition to your contractual duties, you also owed 3M additional legal duties, including duties of good faith and loyalty. Among other things, those duties required you to act in the best interests of 3M and not to its detriment.